

UNILATERAL HOLD HARMLESS AGREEMENT

This Unilateral Hold Harmless Agreement ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between:

Vendor Name: _____

Address: _____

("Vendor")

and

Company/Client Name: _____

Address: _____

("Company")

1. Purpose

The Vendor agrees to hold harmless and indemnify the Company, its officers, employees, and agents, against any and all claims, damages, losses, liabilities, and expenses arising out of or ensuing from the Vendor's services or activities in connection with this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Company.

2. Scope of Agreement

This Agreement covers all services, products, or activities provided by the Vendor under any contract, purchase order, or arrangement with the Company.

3. Term

This Agreement becomes effective on the Effective Date and remains in effect for the duration of the Vendor's engagement with the Company.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

5. Entire Agreement

This document represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

Vendor - Authorized Signature

Name: _____

Title: _____

Date: _____

Company Representative

Name: _____

Title: _____

Date: _____

Important Notes

- This is a sample template; legal advice should be sought before use.
- Unilateral agreements only protect one party — consider if mutual protection is desirable.
- Be specific about the scope of services and activities covered.
- Insurance requirements and limitations of liability should be discussed separately.
- Laws and enforceability vary by jurisdiction; customize accordingly.